

DISPATCHERS UNION

2015

ARTICLE I RECOGNITION

The Town recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for all permanent full-time and regular part-time dispatchers working for the Town. "Regular part-time dispatcher" shall include any dispatcher scheduled to work more than one shift per week for the Town, but shall not include casual, temporary or on-call dispatchers. Regular part-time employees will receive all the benefits of this agreement, pro-rated according to their average weekly hours of work. Only regular part-time employees who work at least 20 hours per week shall receive health insurance benefits.

ARTICLE II **DUES DEDUCTION - AGENCY** **FEE**

SECTION I.

The Town shall deduct Union dues or initiation fees (as certified in writing by the Union to the Town) for bargaining unit employees who execute or have executed an appropriate form of authorization. Dues shall be deducted once per month in a pay period other than the pay period when health insurance deductions are made (this clause shall not apply when deductions are made on a weekly basis). The Town will remit monthly the aggregate amount of such deductions to the treasurer of the Union.

SECTION II

→ Although membership in the Union is not mandatory for Shirley Dispatchers, benefits gained by the Union are accorded to all employees represented. Therefore, an agency service fee equal to an amount which is proportionately commensurate with the cost of collective bargaining and contract administration shall be paid to the Union by all non-union employees covered by the Agreement. Consistent with G.L. c. 150E, § 12, the Town shall require as a condition of employment during the life of this agreement, the payment of a service fee to the union. The Union will notify the Town of the amount of the service fee.

The Town agrees that upon written authorization executed by such an employee it will deduct the agency service fee once each week from the pay of the employee, and will remit monthly the aggregate amount of such deductions to the treasurer of the Union.

SECTION III.

The Town shall incur no liability for loss of dues monies after deposit and forwarded to the Union in the United States mail.

SECTION IV.

The Union shall indemnify and hold the Town harmless against any claim, demand, suit, or other form of liability that may arise out of, or by reason of, action taken by the Town for the purpose of complying with this article or in reliance of any assignment furnished to the Town.

ARTICLE III

NON-DISCRIMINATION

SECTION I.

Neither the Town nor the Union shall discriminate against any employee because of race, color, religion, sex, age*, national origin, sexual orientation, or disability, pursuant to Section 4 of Chapter 151B of Massachusetts General Law.

SECTION II.

It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee in his right to join or assist, or refrain from joining or assisting any labor organization.

SECTION III.

Neither the Town nor the Union shall interfere with, restrain, coerce, intimidate or otherwise discriminate against any employee because of membership or lawful activity in advancing the interests or purposes of the Union, or non-membership or non-participation in such activity.

SECTION IV.

Complaints alleging discrimination against an employee because of his/her race, color, religion, sex, age*, or national origin will be subject to the Grievance Procedure of this Agreement.

*As defined in accordance with the statutory definition of Age Discrimination.

ARTICLE IV

JUST CAUSE FOR DISCIPLINE

No employee shall be disciplined without just cause.

ARTICLE V

RESPONSIBLE UNION-TOWN RELATIONSHIP

SECTION I.

The Town and the Union recognize that it is in the best interests of parties, the employees and the public, that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Town and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this contract. Each party shall bring to the attention of all employees covered by this Agreement, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect, as well as the measures they have agreed upon to insure adherence to this purpose.

SECTION II.

The Town and the Union recognize the commitment of the employees of the Communications

Center to provide excellent public safety services to the citizens of the Town of Shirley, and the Town and the Union recognize that such services shall be provided to the citizens in an effective, efficient, and competent and responsible manner.

ARTICLE VI **MANAGEMENT RIGHTS**

SECTION I.

The Town is a public body established under and with powers provided by the General Laws of the Commonwealth of Massachusetts and nothing in this Agreement shall derogate from the powers and responsibilities of the Town under the General Laws or rules and regulations of the Commonwealth. The Town, its Board of Selectmen and Police Chief reserve and retain those rights, powers and duties it now has, may be granted or have conferred upon it by the General Laws of the Commonwealth. Except as specifically abridged or modified by a term of this Agreement, the exercise of the aforesaid Town's rights shall be final and binding and not subject to the grievance-arbitration provisions of this Agreement.

SECTION II.

The Union agrees that the Town has complete authority over the policies and administration of the Dispatch Center and that the Town shall have the power to take any action it deems appropriate in the management of said Department including but not limited to, the right to direct employees; to hire, promote, transfer, and assign employees; to suspend, demote, discharge, or take other disciplinary action against employees with just cause; to relieve employees from duties because of lack of work or other legitimate reason; to maintain the efficiency of the operations; to determine the method, means and personnel by which such operations are to be conducted, including contracting out; to train and evaluate employees; to schedule and assign shifts, leaves, including vacations, days off, working hours and overtime; to make, amend and enforce such rules and regulations necessary; to take such action as the Town deems necessary; to establish employee classifications and to determine and interpret job descriptions; provided that such rights shall not be exercised in violation of other sections of this Agreement.

SECTION III.

The dispatch operations shall come under the control of the Police Chief.

ARTICLE VII **GRIEVANCE PROCEDURE**

SECTION 1.

Any dispute arising from an alleged violation of the provisions of this contract may be processed as a grievance through the procedure set forth in Section 5 of this Article, which includes binding arbitration as a final step.

Any dispute arising from conditions of employment not expressly defined in this contract may be processed as a grievance through Step 2 (Board of Selectmen) of the procedure set forth in Section 5 of this Article.

Each party recognized the right of the other to make a reasonable investigation of the circumstances surrounding a grievance and agrees to cooperate with the other party in such investigations.

SECTION II.

Any incident which occurred or failed to occur that has not been submitted as a grievance to the chief within five (5) working days of its occurrence shall not be the subject of any grievance hereunder.

SECTION III.

Any grievance which is not pursued in accordance with the time limits specified herein, or as extended by mutual agreement, is deemed waived. Any grievance that is not responded to in accordance with the time limits specified herein, or as extended by mutual agreement, is deemed denied. The parties may, by mutual agreement in writing, extend the time limits referred to in this Article.

SECTION IV.

It is the intent of both parties to resolve disputes with all reasonable dispatch in the interest of making the agreement an instrument of harmonious relations.

SECTION V.

Prior to the official filing of a grievance, the grievant will make every effort to resolve it in a discussion with his/her immediate supervisor and a Union representative. If this fails, the following steps shall be followed:

Step One- Within five (5) working days of the alleged violation or the grievant's knowledge thereof, the grievant or the Union shall submit the matter to the Chief. The Chief shall provide an answer within five (5) working days.

Step Two- If the matter is not resolved satisfactorily at Step One, the Union shall submit the matter to the Board of Selectmen within five working days of receiving the answer Step One. The Town shall provide a response with thirty (30) calendar days.

Step Three - If the matter is not resolved satisfactorily at Step Two, either the Union or the Town may submit the grievance, within thirty (30) days of receipt of the response in Step Two, to an arbitrator, mutually agreeable to both parties, whose decision shall be final and binding. In the event that an arbitrator cannot be agreed upon within 30 days of submission of the grievance to arbitration, an arbitrator will be selected under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the parties.

The arbitrator must base his decision on an interpretation of the contract, and he shall have no power to add to, subtract from, or modify this Agreement and shall only interpret such items and determine such issues as may be submitted to him by the agreement of the parties, provided, however, if the parties cannot agree on what the issue is, the arbitrator may frame the issue. Grievances may be settled without precedent at any stage of this procedure until the issuance of a final award by the arbitrator.

SECTION VI.

At a disciplinary hearing held pursuant to this Article, the employer shall have the burden to prove by a preponderance of the evidence that there is just cause for disciplinary action.

ARTICLE VIII **NO STRIKE / NO LOCKOUT**

SECTION I.

No employee covered by this Agreement shall engage in, induce or encourage any strike (whether sympathetic, economic, or otherwise), work stoppage, slowdown, or withholding of services in the form of a sickout or otherwise. The Union agrees that neither it nor any of its members or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, withholding of services or sickout.

SECTION II.

The Town agrees that during the term of this Agreement, it shall not lock out any employee covered by this Agreement.

SECTION III.

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, sympathy strike, withholding of overtime services, refusal to cross a picket line, or refusal to perform in whole or in part the duties of employment, however established, the Union shall take any reasonable means to induce the employee(s) to return to work.

SECTION IV.

Employees who participate in the activity or activities set out in Sections 1 and 3 herein may be disciplined or discharged as the Town, acting in its judgment, deems proper. Provided, however, that an issue of fact as to whether an employee has engaged in such activity may be subject to appeal through the State Board of Conciliation and Appeal.

ARTICLE IX **SENIORITY**

SECTION I.

Seniority shall be defined as the length of an employee's continuous service as a dispatcher in the Town of Shirley. The dispatch supervisor shall maintain a seniority list and shall be updated on or before January 31 or each year. The list shall be posted at the Dispatch Center for a period of no less than thirty days.

SECTION II.

Any job vacancy or new position within the department shall be posted for no less than seven (7) calendar days and shall be open to application by all members of the department prior to outside recruitment by the department. Vacancies will be filled in order of seniority.

SECTION III.

Shift assignments will be posted in the station for at least seven (7) calendar days. Such assignments will be bid by seniority, as these assignments become available, except for the Dispatch Supervisor. The Chief may, for sufficient reason, refuse a requested shift assignment, or give a temporary shift assignment for a reasonable period within the department. A temporary shift assignment is defined as an assignment which does not last longer than six (6) months.

SECTION IV.

Nothing in this Article shall limit the authority of the Chief of Police to place any employee who is under investigation or administrative duty or leave for the duration of the investigation.

ARTICLE X **LAY-OFF**

SECTION I.

Should the Town find it is necessary to lay off employees; the procedures established hereinafter in Sections 2 through 6 shall apply.

SECTION II.

The Union shall be notified two weeks advance of any lay off, insofar as practicable, including the number, names and occupational classifications of those employees to be affected.

SECTION III.

If a layoff is necessary, employees shall be laid off in the order of least senior employee first within the department as a whole. Layoff shall be by rank. Seniority shall be defined in Article 6, Section I of this Agreement.

SECTION IV.

The Town shall grant each affected employee no less than two (2) weeks' notice of a layoff.

SECTION V.

Any laid off employee shall be granted payment-in-lieu for any earned and unused vacation time at the point of lay off.

SECTION VI.

Should the Town rehire employees in any job classification, the Town shall offer employment to those laid off employees in the same job classification with all benefits restored. Laid off

employees shall be recalled in order of most senior employee first, seniority as defined in Article 6, Section I of this Agreement. Notice of recall shall be given by registered mail to the last address given to the Town by the employee. A copy of the notice of recall shall be given to the Union. If the employee fails to respond within 30 (thirty) days after the delivery of the notice or recall, he/she shall be deemed to have refused the position. An employee accepting recall shall have fourteen (14) calendar days from the date of receipt of the recall notice to report to work.

SECTION VII.

In rehiring in any job classification the Town will offer re-employment to those former employees who have been laid off in that job classification in the reverse order in which said employees were laid off, provided that there shall be no obligation to offer re-employment to any employee who has been laid off more than 12 months.

SECTION VIII.

The offer of re-employment shall be sufficient if made by registered letter addressed to the laid-off employee at his last-known address as shown by the records of the Town. Any such laid-off employee must respond and be available for re-employment within two (2) weeks after the date of the offer; otherwise, the laid-off employee shall be deemed to have refused re-employment and the Town's obligation under this Article is satisfied.

SECTION IX.

An employee recalled within twelve (12) months of his date of lay off will return to his former classification with service accrued up to the time of lay off.

ARTICLE XI **JOB DUTIES**

The Town and the Union will agree to formulate a job description for the position of Head Dispatcher.

Employees will perform the customary duties of public safety dispatchers. Employees will be supervised by the Chief of Police or his designee.

Police officers will not cover open shifts without the prior agreement of a designated representative of the Union.

ARTICLE XII **PROBATIONARY PERIOD**


SECTION I.

Every person appointed as a dispatcher shall serve a probationary period of one year of actual service in the rank.

SECTION II.

If a probationary employee is a new employee and is not appointed as a regular employee, then the employee shall not be entitled to holidays under Article XVIII.

SECTION III.

The Town agrees that upon written authorization executed by a probationary employee it will deduct the agency service fee once each week from the pay of the employee, and will remit monthly the aggregate amount of such deductions to the treasurer of the Union. 

SECTION IV.

A probationary employee may be terminated at any time without cause at the discretion of the appointing authority, whose decision shall be final, and not subject to the provisions of Article XIII or reviewable by any other person or agency.

ARTICLE XIII **HOURS OF WORK**

SECTION I.

The hours of work constituting a regular shift for all members of the bargaining unit is as follows:

- (A) 0700 to 1500
- (B) 1500 to 2300
- (C) 2300 to 0700

An employee may request hours other than those listed above. Hours may be negotiated for special circumstances as long as all affected parties are in agreement, and no additional cost is incurred by the Town or the department.

SECTION II.

Employees covered by this Agreement shall work a rotating schedule consisting of five consecutive eight hour shifts per day, followed by two consecutive days off.

SECTION III.

Shift assignments shall be granted based on seniority and shall be open to bid two (2) times per year. Bid posting shall occur on or about January 1 and July 1 of each year.

SECTION IV.

A schedule shall be posted for each employee designating the shift assignments for each employee within the bargaining unit. Said posting shall be at least one (1) week in advance of the actual work assignments, unless emergency situations require the Chief to change the schedule. In such cases as much advance notice as possible will be given the officers affected.

The Chief, with prior notification to the Union, may change the Hours of Work within the framework of the average 40-hour week subject to Section 1, provided that the change is not unreasonable.

SECTION V.

Employees shall be permitted to exchange shifts provided there is no additional cost to the Town and the immediate supervisor is provided three days' notice. Employees shall be permitted to exchange shifts with less than three days' notice at the discretion of the Chief.

In the event of an unfilled shift, or an emergency, an "order-in" must be made. The following guidelines will be used for ordering members in: First to be ordered in shall be the most junior dispatcher. That ordered-in dispatcher shall then be placed at the bottom of the order-in list, and the next in seniority shall be ordered in next, and then placed at the bottom of the list, and so on. In the event that a member is on vacation, said member shall not be ordered in for a shift during the vacation. In the event that a member is working, or has already worked, 16 hours, or a combination of hours that would result in said member working in excess of 16 hours, said member shall not be ordered in.

ARTICLE XIV **WAGES**

SECTION I. PAY SCALE

a. STEPS

EMPLOYEES shall be paid according to Steps outlined in the Personnel By-Laws along the line of either a Junior or Senior Dispatcher, as determined by seniority. STEPS are equivalent to years of service. New EMPLOYEES will be hired at Step 1 (or another Step if so determined by the Board of Selectmen). EMPLOYEES shall advance to the next Step on their anniversary date of hire. All STEPS will be subject to the following annual increases July 1.

SECTION II. TRAINING RATE

Any new full or part-time dispatcher shall be paid a training rate of \$8 per hour during the training period. Once the new hire has completed training, the pay rate will rise to the agreed-upon rate. New employees shall receive a maximum of 160 hours of training.

A full-time dispatcher that trains a new employee will be paid a differential of \$1.00 per hour. The training differential shall increase to \$1.50 per hour on July 1, 2004 and to \$2.00 per hour on July 1, 2005.

SECTION III. UNIFORM/CLEANING ALLOWANCE

Employees will receive an annual allowance of \$450 on July 1 of each year; said allowance may be used for the following purposes, as long as said purposes are related to dispatch duties, as determined solely by the Police Chief: the purchase and cleaning of uniforms, and the purchase of equipment, supplies, and/or educational materials.

SECTION IV. DIFFERENTIALS AND STIPENDS

- a. Any employee scheduled to work the hours defined within the evening shift (1500 to 2300) shall receive differential of \$0.40 per hour on July 1, which shall be increased to \$0.50 per hour on July 1, 2004, and to \$0.60 per hour on July 1, 2005.
- b. Any employee scheduled to work the hours defined within the night shift (2300 to 0700) shall receive a differential of \$0.55 per hour on July 1, 2003, which shall be increased \$0.65 per hour on July 1, 2004 and \$0.75 per hour on July 1, 2004.
- c. Employees shall receive a \$500 annual stipend for certification as EMT, on July 1. The Town shall create a position of Dispatch Supervisor. The Dispatch Supervisor shall receive a \$1.00 differential per hour in recognition of the additional functions performed by this person, including: coordinating the dispatch center and training schedules and payroll, serving as LEAPS Representative, E911 Co-Coordinator, Back-up System Manager, and Liaison between Department Heads, maintaining all training records, credentialing, LEAPS Equipment, and Dispatch Radio. An employee required to perform the duties regularly conducted by the head dispatcher for at least one week shall be paid the head dispatcher's differential for hours worked in such capacity. The differential shall increase to \$1.50 on July 1, 2004, and \$2.00 on July 1, 2005.

SECTION V. EDUCATIONAL INCENTIVE

Employees shall receive the following educational incentive.

\$ 300 for an Associate's Degree
\$ 750 for a Bachelor's Degree
\$1,000 for a Graduate Degree

The degree must be in a law enforcement or public safety program, unless otherwise approved by the Chief. The incentive shall be paid one-half December 1st and one-half June 1st to dispatchers who have been employed by the Town for a full year or more.

In addition, a "course incentive" shall be provided, prorated according to the number of course credits in relation to the respective degree programs. For example, a 3-credit course toward an Associate's Degree (62 credits) would be \$15.00, rounded up to the nearest dollar.

SECTION VI. COURT TIME

Court time shall be compensated a minimum of four (4) hours. An employee held beyond their scheduled tour of duty shall be compensated at a minimum of one (1) hour's rate of pay. For purposes of this provision, the shift will begin at the time the employee is called and asked to report to work.

SECTION VII. LONGEVITY

The Town shall provide longevity increases to the hourly rate that are the equivalent of the

following amounts divided by 2080 hours:

After five years of employment	\$500
After ten years of employment	\$1,000
After twenty years of employment	\$1,250
After twenty five years of employment	\$1,500

SECTION VIII. OVERTIME

- a. Employees shall be reimbursed at one and one-half times their base rate for hours worked in excess of 40 hours in one week. All hours worked in excess of 8 hours in one day or in excess of 40 hours in one week shall be considered overtime and paid at one and one-half times base rate.
- b. The hourly pay rate for overtime purposes is determined by dividing the annual rate by 52.2 and dividing the result by 40. Employees shall receive holiday pay of the scheduled holidays at the rate of 1/5 of his/her average annual weekly wage, excluding overtime pay.
- c. Overtime shall be distributed on an equal opportunity basis, provided however, such distribution work shall not apply to overtime work continuing over from regular work, overtime work requiring special skills as determined by the Chief and/or overtime distributed in accordance with the provisions of section 4 below. All available overtime shifts will be split among full-time and part-time dispatchers based upon separate rotating rosters. Said rosters shall be posted on the department bulletin board. Dispatchers shall have the right to refuse a voluntary overtime shift. If all employees refuse an open shift, the Chief may fill said shift with non-unit dispatchers at his discretion. If still unable to fill an open shift, an employee shall be subject to a call-in.
- d. Records shall be kept of overtime worked. Such records shall be made available to the Union or shop steward in the event of a grievance involving the distribution of overtime.

SECTION IX. CALL-IN/HOLD-OVER PAY

- a. An employee who is called back and reports to work after he/she has left the place of employment and after having completed an assigned work shift and before the next regularly-scheduled starting time shall be paid time and one-half for all hours worked on recall. An employee so recalled shall be guaranteed a minimum of four hours pay at time and one-half.
- b. The guaranteed minimum hours will apply only in those situations where there is a break in continuity of hours and will not apply to overtime hours which are continuous with the employee's regularly scheduled hours of work. For purposes of this provision, the shift will begin at the time the employee is called and asked to report to work. This provision does not apply to meetings scheduled at least a week in advance.

ARTICLE XV **COMPENSATORY TIME**

Employees shall not be required to take compensatory time off in lieu of overtime pay. However, if an employee desires, he/she may receive compensatory time off in lieu of overtime such permission not to be unreasonably withheld. Employees may accrue up to 40 hours of compensatory time to be used by the end of each fiscal year.

HOLIDAYS

SECTION I.

The Town recognizes the following days as paid holidays:

January 1st; President's Day; Memorial Day; Labor Day; November 11th; December 25th
Martin Luther King, Jr. Day; Patriots Day; July 4th; Columbus Day; Thanksgiving Day

For those only employees who are assigned and work the New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day Holidays, in addition to receiving their regular hourly pay and holiday pay, those employee shall be entitled to an "comp day" to be taken off in the future. The use of this comp day shall be scheduled and approved by the Chief of Police no later than 14 day prior to the comp date to be taken and must be taken by June 30th of the fiscal year that the holiday was worked. The Chief, at his discretion, has the right to fill these comp days' vacancies with part-time employees.

SECTION II.

The existence of a holiday shall not affect an employee's regular work schedule, but each employee shall receive, in addition to his regular work pay, holiday pay at one and one-half times the regular hourly rate for all hours worked on the holiday. For hours worked on Thanksgiving and Christmas, the employees shall be paid at two times and one-half, in addition to regular work pay.

Employees shall receive holiday pay of the scheduled holidays at the rate of 1/5 of his/her average annual weekly wage, excluding overtime pay.

SECTION III.

In order to be eligible for holiday pay, the employee must work his regularly-scheduled work day before and after the holiday, unless the absence is for circumstances beyond the control and authorized by the Chief. The Chief shall have discretion to disapprove a compensatory day off for an employee who is scheduled to work on Thanksgiving, Christmas, or New Year's Day and who failed to work on such day(s). Holiday pay will be granted for a holiday falling during the employee's vacation.

ARTICLE XVII **SAFETY AND HEALTH**

SECTION I.

The Town shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, and all employees will be expected to cooperate with the Town. Any alleged violation of this provision will be subject to the

grievance and arbitration provision of this agreement.

SECTION II.

Safety is a concern for the Town and the Union. The Town and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of safety on the part of all employees to provide for their own safety, their fellow employees, and the general public.

SECTION III.

To achieve the above principles, the Town and the Union agree to establish for the duration of this Agreement an advisory committee on safety principles. The Committee shall consist of not more than one representative each from the Town and the Union. This Committee shall meet from time to time as required.

SECTION IV.

In the event that a recommendation of the Safety Committee is not accepted by the Chief with reasonable promptness, the issue may be referred to the Board of Selectmen for a final decision.

ARTICLE XVIII **SICK LEAVE/MATERNITY LEAVE**

SECTION I.

Employees covered under this Agreement shall be entitled to 12 days of paid sick time per year of service on the contract's anniversary date. Any unused sick leave shall be accumulated and carried forward year to year up to a total of 130 days.

SECTION II.

Employees will be entitled to leave for the birth or adoption of a child or for care of a sick family member, consistent with the Federal Family and Medical Leave Act. Employees taking leave for these reasons will be entitled to use their accrued paid sick time.

SECTION III.

Employees will be eligible for sick leave buy-back. The Town shall pay any employee who retires (or shall pay the estate of any employee who dies while an employee of the Town) the equivalent of \$10 per day up to a maximum of \$1,000.

SECTION IV.

By December 1, employees shall be entitled to the following health incentive:

- \$100 if no sick days used in prior fiscal year
- \$ 75 if only one sick day in prior fiscal year
- \$ 50 if only two sick days used in prior fiscal year

ARTICLE XIX
VACATION LEAVE

SECTION 1.

Permanent full-time employees are entitled to vacation each year on the following basis: Each employee shall be granted a vacation without loss of pay in accordance with the following schedule. Employees who have satisfactorily completed their probationary term shall have their service computed from the day on which they started with the department.

After first year of employment	10 Days
After two years of employment	10 Days
After five years of employment	15 Days
After ten years of employment	20 Days

SECTION II.

Insofar as possible, each employee who has qualified shall be granted a minimum of two weeks of his earned vacation, if the employee so elects, during the period beginning June 1st and ending September 30th each year. If the Chief cancels an employee's scheduled vacation because in the judgment of the Chief an emergency exists, then said employee shall be rescheduled after the emergency has ended said employee shall be rescheduled after the emergency has ended for the next vacation slot notwithstanding the fact other officers may also be scheduled for leave during that period

SECTION III.

An employee may elect to take his/her vacation one day at a time, subject to the approval of the Chief or his designee. Such requests will not be unreasonably withheld, provided however, the employee shall request said day of vacation leave from the Chief prior to the approval of the next week's shift schedule depending on the needs of the department.

Requests for leave with less notice than required above shall be subject to the discretion of the Chief.

SECTION IV.

The annual vacation period shall be from July 1 of the calendar year to June 30 of the ensuing calendar year.

SECTION V.

Any employee receiving approval for vacation leave shall not be required to work at any time during the approved vacation leave period. Approved vacation requests shall be posted at the Dispatch Center until vacation time has passed.

SECTION VI.

If an employee is terminated due to dismissal, resignation or retirement, he/she shall be paid for any unused vacation time to which he/she is entitled. Upon the death of any employee, any unused vacation allowance shall be paid to their estate.

SECTION VII.

At the Chiefs shall be sole discretion, new officers with the approval of the Chief, who have successfully completed six (6) months of service may borrow five (5) days' vacation leave which would be due upon the completion of one year of service.

ARTICLE XX **OTHER LEAVE**

SECTION I. UNION LEAVE

Employees designated by the Union involved in Union business related to this Agreement will be granted the necessary time off to carry out the business of the Union, subject to the needs of the Department as determined by the Chief. Such time off shall be without pay but shall be considered as time worked for the purpose of determining step rates, if any, and other benefits. No union representative shall suffer a loss in pay while attending any joint Union-Town meeting or for reasonable travel time to and from such meetings. It is understood that such joint meeting and travel time is considered work time.

One officer or representative shall be granted leave of absence, with no loss of any benefits if they so request, to attend meetings of the Selectmen, the General Court or other public bodies in matters pertaining to the local Police Department or Dispatch Center, subject to the needs of the Department as determined by the Chief, or, if they so request, to attend grievance meetings between the parties.

SECTION II. BEREAVEMENT LEAVE

Up to three (3) days paid leave shall be granted by the Chief to an employee for any work days missed owing to the death in the employee's father, mother, child, spouse, brother, sister or parent-in-law, provided that the absence does not extend unreasonably beyond the day of the funeral. Immediate family shall include spouse, parent, child, sibling, mother-in-law, father-in-law, grandparent, or domestic partner. Emergency leave for up to one (1) day shall be granted for the death of an aunt, uncle, niece, nephew or cousin.

SECTION III. JURY LEAVE

Upon presentation of an affidavit of jury pay received, employees called for jury duty shall be paid an amount equal to the difference between the compensation paid for the regular working period and the sum paid by the court, excluding travel allowance.

SECTION IV. PATERNITY LEAVE

Employees shall be granted one day off with pay for a birth in the immediate family occurring the day of the employee's tour of duty.

SECTION V. MILITARY LEAVE

The Town shall provide military leave as outlined here, and in conformity with applicable state and federal laws. An employee entering regular military service or military reserves will be provided a leave of absence as required by Federal Law. It is the employee's responsibility to notify the Chief of the date she/he is leaving for military service and to provide written proof from military or selective service officials to the Personnel Board indicating date of departure and length of service required.

- a. Return to Work – If an employee requests reinstatement within 90 days after honorable discharge, or within the time period permitted by federal or State Law, from military service or hospitalization resulting from military service, (s)he will be rehired with full rights of his/her former job or its equivalent.
- b. SENIORITY AND BENEFITS -Employees in the military service will continue to receive credit for seniority accrual. When military leave exceeds (thirty) 30 calendar days, vacation and sick leave shall not accrue except as required by state or federal law.
- c. MILITARY RESERVE DUTY- An employee on military reserve leave shall be paid the difference between the compensation rate paid the employee by the Department and by the military if his military reserve pay is less than his basic compensation rate, up to a period of 17 days per fiscal year.

SECTION VI. LEAVES OF ABSENCE

Employees may be granted leaves of absence without compensation for periods not exceeding thirty days duration without loss of seniority or benefits, and employees shall be entitled to return to the same position held at the time the leave of absence was granted.

SECTION VII. PERSONAL LEAVE

Persons employed by the Town at the beginning of each fiscal year (July 1), shall be credited with three (3) days paid personal leave which may be taken during the fiscal year at a time(s) requested by the employee and approved by the department head. Scheduling of personal leave shall be subject to the operating needs of the department, as determined by the Chief;

- a. Personal leave not used during the fiscal year shall be lost and shall not be accumulated.
- b. Personal leave shall not be used the day before or after a legal holiday
- c. Personal leave shall not be added to an eligible employee's vacation allowance
- d. Except in cases of emergencies, personal leave shall be requested by an eligible employee at least one (1) week in advance to the Chief.
- e. Paid personal leave is to be credited and available for use on July 1 each year, except that for the first year of hire, said leave is to be credited and available for use on the date of hire if different from July 1; said leave is to be prorated to the nearest hour based on the full fiscal year, and on the condition that any dispatcher hired be credited with the amount of paid personal leave remaining for the dispatcher being replaced, and that the funds for said paid personal leave be available in the Communications Center budget.

SECTION VIII. MEAL BREAK LEAVE

In recognition of the employees' sacrifice of their right to a statutory meal break- a sacrifice made by no other municipal employee – employees shall receive two days off with pay, to be allocated July 1. These days shall not count against sick, vacation or personal leave. Such leave shall be granted in accordance with the procedure outlined in personal leave.

Paid meal break leave is to be credited and available for use on July 1 each year, except that for the first year of hire, said leave is to be credited and available for use on the date of hire if different from July 1; said leave is to be prorated to the nearest hour based on the full fiscal year, and on the condition that any dispatcher hired be credited with the amount of paid meal break leave remaining for the dispatcher being replaced, and that the funds for said paid meal break leave be available in the Communications Center budget.

SECTION IX. LEAVE COVERED BY WORKMEN'S COMPENSATION

The Town shall pay employees as required by state law for compensation loss because of a work-related illness or injury. In addition, the Town shall compensate an employee for up to five working days of any incapacity resulting from a work-related illness or injury which is not covered by workers' compensation benefits.

ARTICLE XXI **REIMBURSEMENTS**

SECTION I. EDUCATION

- a. All full-time employees shall be reimbursed for fifty (50%) percent of the cost of college tuition, reasonable fees and books subject to the program's annual funding by the Town of \$1,500 per contract year. Reimbursement shall cover no more than two courses per regular semester.
- b. The course shall be from an accredited college. The course must be part of a degree program in law enforcement, communications or a related field, as determined by the Chief. Tuition reimbursement will be limited to four (4) classes per calendar year. Said employee shall submit a request, prior to enrolling in a course, to the Chief, who shall have discretion to approve whether said course is part of a relevant degree program.
- c. In order to qualify for such reimbursement, said employee must be in a pay status and agree to work in the employee of the Shirley Dispatch Center for one year after completion of the course requirements for which reimbursement was received from the Town.
- d. If the employment of the employee by the Town is terminated other than by death or retirement, said employee shall pay all tuition and fee assistance received by said employee from the Town in the during the period of two years prior to the date of termination of employment; provided, however, this section shall not apply to employees who accept employment in public safety in a higher rank or for higher pay for another public employer in Massachusetts.
- e. All time spent in education must be considered voluntary personal time and not work time.

SECTION II. TRAVEL

- a. The Town shall reimburse an employee for mileage for the use of his/her private

automobile for official business when such use is authorized and approved in advance by the Chief, at the standard Town rate, but only when a Town vehicle is not provided for transportation to and from the training, except there shall be no reimbursement for mileage to Ayer District Court. The Town shall reimburse an employee for parking expense on such use in an amount not to exceed five (\$5.00) dollars per day.

- b. Employees shall be entitled to reimbursement for travel-related expenses as outlined in the Town's Personnel Policy & Procedures Manual.
- c. The Town shall reimburse an employee for lodging for all training that lasts more than one day, and that is more than fifty (50) miles from the Shirley Police Station, provided the lodging does not begin prior to the first day of training nor extend beyond the last day of training.

ARTICLE XXII

MISCELLANEOUS

SECTION I. GROUP INSURANCE

The Town shall pay for the following insurance for all regular employees covered under this contract as follows: One hundred percent (100%) on a Five Thousand Dollar (\$5,000.00) term Life Insurance Policy, provided that posed regular employees are able to pass a physical examination as required by the insurance company and said policy of insurance can be issued at standard rates for a police officer.

SECTION II. BULLETIN BOARD

Space shall be provided in the Guard Room for a MCOP Bulletin Board of reasonable size to be supplied by the Town for the posting of announcements relating to MCOP business.

SECTION III. EMPLOYEE RECORDS

An employee may review at reasonable times his or her own personnel records. Upon the employee's specific written request, such personnel records may be review by the Union representative.

ARTICLE XXIII

STABILITY OF AGREEMENT

SECTION I. WAIVER

The failure of the Town or the Union to insist in any one or more incidents, upon performance of any of the terms or conditions of the agreement, shall not be considered as a waiver or relinquishment of the rights of the Town or the Union for future performance of any such term or condition, and the obligations of the Town and the Union to such future performance shall continue in full force and effect

SECTION II. CONFLICT

The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or other promulgation by the Town. In the event any mandatory statue(s) relating to the members

of the Town provides or sets forth benefits or terms in excess of or more advantageous to the employees than the benefits or terms of this Agreement, the provision of such statute(s), to the extent not forbidden by law, shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous to the employees than those provided or set forth in any such statute(s)/by laws, the provision of this Agreement shall prevail to the extent permitted by law.

SECTION III. FEDERAL AND STATE LAWS

In the event any mandatory federal or state law conflicts with the provisions of this Agreement, the provision(s) affected shall no longer be operative or binding upon the parties, however, the remainder of the Agreement shall continue to be in full force and effect. The affected party shall have the option to reopen negotiations for the purpose of adjusting same.

ARTICLE XXIV

SECTION 1 HEALTH INSURANCE

Effective July 1, 2009 the Town will contribute 75% (seventy-five percent) of the employees' health insurance premiums and the employees shall contribute 25% (twenty-five percent).

ARTICLE XXV **AMENDMENTS**

Any provision of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement.

ARTICLE XXVI **REOPENER**

The Parties agree to re-open the contract in the event that the Town's economic climate improves or that the Town grants more favorable terms to any other bargaining unit or class of employees. In addition, the Parties agree to re-open the contract for wage increases for year three, which shall not be less than for the non-contractual Town employees as determined by the Personnel Board.

ARTICLE XXVII **DURATION OF AGREEMENT**

This Agreement shall be effective from July 1, 2014 to June 30, 2015, and will continue in effect thereafter, until a successor agreement is executed and fund.

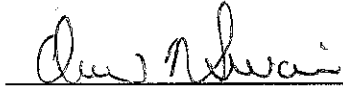
FY15 - RATES AS OF JULY 1, 2014

GRADE	Position	STEP								
		1	2	3	4	5	6	7	8	9
4d	Supervisor plus 20 years	\$ 18.57	\$ 18.93	\$ 19.29	\$ 19.54	\$ 20.06	\$ 20.45	\$ 20.87	\$ 21.27	\$ 21.70
4c	Supervisor plus 15 years	\$ 18.45	\$ 18.81	\$ 19.17	\$ 19.42	\$ 19.94	\$ 20.33	\$ 20.75	\$ 21.15	\$ 21.58
4b	Supervisor plus 10 years	\$ 18.33	\$ 18.69	\$ 19.05	\$ 19.30	\$ 19.82	\$ 20.21	\$ 20.63	\$ 21.03	\$ 21.46
4a	Supervisor plus 5 years	\$ 18.21	\$ 18.57	\$ 18.93	\$ 19.18	\$ 19.70	\$ 20.09	\$ 20.51	\$ 20.91	\$ 21.34
4	Supervisor	\$ 17.97	\$ 18.33	\$ 18.69	\$ 18.94	\$ 19.46	\$ 19.85	\$ 20.27	\$ 20.67	\$ 21.10
	% increase per step		2.00%	1.96%	1.34%	2.75%	2.00%	2.12%	1.97%	2.08%
3d	Senior Dispatcher plus 20 years	\$ 16.57	\$ 16.93	\$ 17.29	\$ 17.54	\$ 18.06	\$ 18.45	\$ 18.87	\$ 19.27	\$ 19.70
3c	Senior Dispatcher plus 15 years	\$ 16.45	\$ 16.81	\$ 17.17	\$ 17.42	\$ 17.94	\$ 18.33	\$ 18.75	\$ 19.15	\$ 19.58
3b	Senior Dispatcher plus 10 years	\$ 16.33	\$ 16.69	\$ 17.05	\$ 17.30	\$ 17.82	\$ 18.21	\$ 18.63	\$ 19.03	\$ 19.46
3a	Senior Dispatcher plus 5 years	\$ 16.21	\$ 16.57	\$ 16.93	\$ 17.18	\$ 17.70	\$ 18.09	\$ 18.51	\$ 18.91	\$ 19.34
3	Senior Dispatcher	\$ 15.97	\$ 16.33	\$ 16.69	\$ 16.94	\$ 17.46	\$ 17.85	\$ 18.27	\$ 18.67	\$ 19.10
	% increase per step		2.25%	2.20%	1.50%	3.07%	2.23%	2.35%	2.19%	2.30%
2	Junior Dispatcher	\$ 14.27	\$ 14.61	\$ 14.93	X	X	X	X	X	X
	% increase per step		2.38%	2.19%						
1	Trainee	\$ 8.30	X	X	X	X	X	X	X	X

The above hourly rates of pay presented in the matrix have been adjusted to include effective hourly payments Longevity Bonus (\$500 annually or \$0.24 per hour, \$750 annually or \$0.36 per hour, \$1,000 annually or \$0.48 per hour, and \$1,250 annually or \$0.60

Dispatch Union Contract; given under our hands at Shirley, this 20th Day of October, 2014.

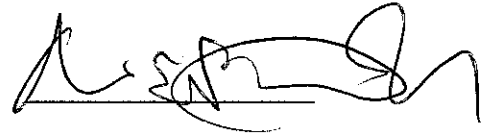
BOARD OF SELECTMEN



David N. Swain, Chair

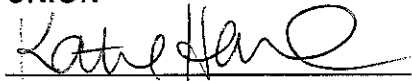


Kendra J. Dumont, Vice Chair



Robert E. Prescott, Jr Clerk

UNION



MasCOP Union Representative

